



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO

C38 (IMDE-ACM-CC-GLCA002-88, CC-GLCA003-69)

JAN 25 2008

Mr. Dan Resmondo
ARAMARK
2233 W. Dunlap Ave., Suite 400,
Phoenix, AZ 85021

Re: Contract Extension for National Park Service Concessions Contract CC-GLCA002-88 and Contract Continuation for National Park Service Concessions Contract CC-GLCA003-69

Dear Mr. Resmondo:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. As a result of the delays created by the number of expiring permits and contracts, however, the NPS determined it is necessary to continue the visitor services provided within your current concession authorizations referenced above. In addition, ARAMARK has agreed to undertake the project of moving the dry boat storage facility from its current location on top of the hill to a location within your assigned area in the Stateline area adjacent to your boat repair facilities. ARAMARK has agreed to complete this project at its expense no later than December 31, 2010, and to waive any and all claims of possessory interest or other entitlement to compensation that otherwise may be allowed under the terms of CC-GLCA003-89 for this project. This project was approved in the October, 2003, Final Wahweap Development Concept Plan. It calls for the dry boat storage to be relocated to the southwest portion of the boat rental parking adjacent to boat repair with a maximum of 450 spaces, perimeter screening and must incorporate dark sky lighting standards.

Under the provisions of each of these concession contracts, and pending the completion of the public solicitation of a prospectus for new concession contracts, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed three years under the terms and conditions within each of the concession contracts. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2010, or until such time as the National Park Service awards a new contract for the applicable operation, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of each of the concession contracts will remain the same, subject to the terms of Public Law 105-391.

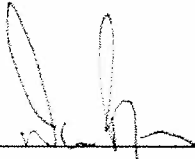
The NPS will notify you when it issues a prospectus for a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services and to undertake the project described above by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Debra Hecox, Acting Regional Chief of Concessions, at 303-969-2582.

Sincerely,

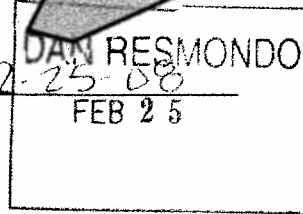
Michael D. Snyder
Regional Director, Intermountain Region

Accepted:



Concessioner

Date



Enclosure

cc:

Superintendent, GLCA

bcc:

WASO-2410 Pendry

WASO-Denver, Contract File



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
PO Box 25287
Denver, Colorado 80225-0287



C38 (IMDE-ACM)

DEC 23 2004

ARAMARK, Wahweap Lodge & Marina
Mr. Gib Johnson
2233 W. Dunlap Ave., Suite 400
Phoenix, AZ, 85021

Re: National Park Service Concessions Contract CC-GLCA003-69

Dear Mr. Gib Johnson:

The National Park Service is continuing the process of issuing prospectus for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the National Park Service has determined that a 2-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403(11) of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2006, ~~or until such time as a new contract for this operation is awarded, whichever occurs first.~~ All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office by January 21, 2005. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Chief of Concessions at (303) 969-2582.

Sincerely,

SP Martin

Stephen P. Martin
Director, Intermountain Region

Accepted:

[Signature]

Commissioner

2/9/05
Date

Enclosures

original handcarried to Director, IMR by Kitty Roberts

JUL 16 2002

C3823 GLCA003-69

Memorandum

To: Director, Intermountain Region
From: Superintendent, Glen Canyon National Recreation Area
Subject: Extension of Wahweap Contract (GLCA003)

At this time, the park and the team of consultants led by PricewaterhouseCoopers is working toward the issuance of the Prospectus for visitor services at Wahweap and Dangling Rope. The contract term has been extended since 1998 to allow for the development of regulations, standard contract language and the specific contract requirements for our next contract term. The current extension period continues visitor services through December 2002. We anticipate the release of the prospectus package towards the end of 2002 with an award and transfer to any potential new concessioner during the 2004 calendar year. This projected award date assumes that we will not participate in any arbitration or face any legal challenges upon the release of the prospectus and selection of a concessioner for the new term.

Because we know that visitor services need to be continued under the current contract terms at this time, we are requesting that a letter authorizing ARAMARK Sports and Entertainment, Inc. to continue services through 2004 (or until a new authorization can be executed) be prepared at this time. Issuing this authorization now will allow for the park and ARAMARK to plan accordingly for the next busy visitor season in preparing workplans, capital and operational budgeting, staffing and project prioritization.

With your approval, we will work with the Intermountain Region's Business Resources Division and the Concessions Program Manager to prepare the proper documents for this extension.

KITTY L. ROBERTS

Kitty L. Roberts

cc:
Orlando, WASO Concessions

Kfleming:kf:sp:7/10/02:Q:\Concessions\2002 Wahweap Prospectus\Wahweap extension july 2002.doc

*SRub
7/11/02
K. Fleming
7/11/02*



United States Department of the Interior

NATIONAL PARK SERVICE INTERMOUNTAIN REGION

12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:

NOV 14 2002

C38 (IMDE-CM)
GLCA003

Wahweap Lodge & Marina, Inc.
2233 W. Dunlap Ave.
Suite 400
Phoenix AZ 85021

Mr. Gib Johnson:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of delays created by the number of expiring permits and contracts, the National Park Service has determined that a two-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2004, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully executed letter to this office by December 31, 2002. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,

/s/ HAL J. GROVERT

Karen P. Wade
Director, Intermountain Region

Accepted:

Concessioner

Date

bcc:
Supt. GLCA

CBennetts:11/14/02



United States Department of the Interior

NATIONAL PARK SERVICE BUSINESS RESOURCES DIVISION

Intermountain Support Office - Denver
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:

C38 (IMDE-CM)

Mr. Gib Johnson
Wahweap Lodge & Marina, Inc.
P.O. Box 56909
Phoenix, Arizona 85079

JAN 11 2003

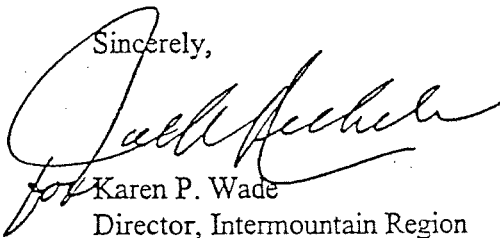
Dear Mr. Johnson:

The National Park Service has begun the process of issuing prospectuses for new concession contracts. However, as a result of delays occasioned by the passage of P.L. 105-391 and the promulgation of related implementing regulations and standard concession contract language, the National Park Service generally will not be able to issue new long term concession contracts and permits for all expiring authorizations. Accordingly, pursuant to section 403(11) of P.L. 105-391 and 36 CFR §51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization No. CC-GLCA003-69 is hereby extended to December 31, 2001, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

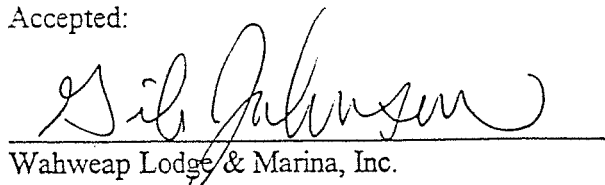
The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office.

Sincerely,


for Karen P. Wade
Director, Intermountain Region

Accepted:


Wahweap Lodge & Marina, Inc.



United States Department of the Interior

Concessions Management Program

National Park Service

Intermountain Region

12795 West Alameda Parkway

Post Office Box 25287

Denver, Colorado 80225-0287



IN REPLY REFER TO:
C38 (IMDE-CM)
GLCA003

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Gib Johnson
Vice President, Parks and Resorts
ARAMARK Sports and Entertainment, Inc.
DbA Lake Powell Resorts and Marinas, Inc.
P.O. Box 56909
Phoenix, Arizona 85079

NOV 23 1999

Dear Mr. Johnson:

Pending the adoption of concession contracting regulations and standard concession contract language implementing the provisions of Public Law 105-391, the National Park Service generally will not be able to enter into new long-term concession contracts and permits. Accordingly, pursuant to section 403(11) of Public Law 105-391, and upon return of a signed copy of this letter of agreement to the undersigned, your concession permit No. CC-GLCA003-69 is hereby extended to December 31, 2000. All other terms and conditions of the permit will remain the same, ~~subject to the terms of Public Law 105-391.~~ *pkc*

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than December 10, 1999. We have enclosed an additional copy of this letter for your files.

Sincerely,

Karen P. Wade
Director, Intermountain Region

Enclosure
Accepted:

[Concessioner]



United States Department of the Interior

Concessions Management Program

National Park Service

Intermountain Region

12795 West Alameda Parkway

Post Office Box 25287

Denver, Colorado 80225-0287



IN REPLY REFER TO:

C38 (IMDE-CM)

GLCA003

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Gib Johnson
Vice President, Parks and Resorts
ARAMARK Sports and Entertainment, Inc.
Dba Lake Powell Resorts and Marinas, Inc.
P.O. Box 56909
Phoenix, Arizona 85079

NOV 23 1999

Dear Mr. Johnson:

Pending the adoption of concession contracting regulations and standard concession contract language implementing the provisions of Public Law 105-391, the National Park Service generally will not be able to enter into new long-term concession contracts and permits. Accordingly, pursuant to section 403(11) of Public Law 105-391, and upon return of a signed copy of this letter of agreement to the undersigned, your concession permit No. CC-GLCA003-69 is hereby extended to December 31, 2000. All other terms and conditions of the permit will remain the same, ~~subject to the terms of Public Law 105-391.~~ *please*

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than December 10, 1999. We have enclosed an additional copy of this letter for your files.

Sincerely,

Karen P. Wade
Director, Intermountain Region

Enclosure

Accepted:

[Concessioner]



United States Department of the Interior

NATIONAL PARK SERVICE CONCESSIONS MANAGEMENT PROGRAM

INTERMOUNTAIN REGION
Intermountain Support Office - Denver
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:

IMR-CM
GLCA003

JAN - 7 1999

Mr. Terry Bischsel, President
Aramark Parks & Resorts Corporation
Wahweap Lodge & Marina, Inc.
1101 Market Street
Philadelphia, Pennsylvania 19107

Reference: Concessions Contract No. CC-GLCA003-69

Dear Mr. Bischsel:

As a result of the passage of P.L. 105-391, the National Park Service generally will not be able to enter into new long term concession contracts and permits until final adoption of new concession regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of P.L. 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your concession contract is hereby extended to December 31, 1999. All other terms and conditions of the contract will remain the same.

The National Park Service will notify you when it issues a solicitation for award of new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than January 15, 1999.

Sincerely,

John E. Cook
Regional Director
Intermountain Region

Accepted:

[Concessioner]

Terry Bischsel

--oOo--

--○○○--

Love Assignment

Contract No. 14-10-0-000-150

THIS CONTRACT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Canyon Tours, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the effective administration of the Glen Canyon National Recreation Area requires that facilities and services be provided at Wahweap and Rainbow Bridge Landing on Lake Powell for the public visiting the said area; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the establishment and maintenance of such facilities and services involve a substantial investment of capital and the assumption of the risk of operating loss, and it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a fair profit; and

WHEREAS, the Concessioner has provided satisfactory service at Wahweap under Concession Contract No. 14-10-0100-1041, which expires by limitation of time on December 31, 1981, and at Rainbow Bridge Landing under Concession Contract No. 14-10-0333-1275, which expires by limitation of time on December 31, 1968; and

WHEREAS, the Concessioner has applied for a new long-term concession contract to authorize both operations as security for a substantial improvement and building program at each location and desires to surrender Concession Contract No. 14-10-0100-1041 as of December 31, 1968, the expiration date of Concession Contract No. 14-10-0333-1275; and

WHEREAS, the Secretary desires the Concessioner to continue to provide such necessary facilities and services and to improve and build new facilities at both locations as proposed by the Concessioner under one concession contract; and

WHEREAS, it is the intention of the parties that any acts, policies, or decisions of the Secretary under this contract will be consistent with reasonable protection to the Concessioner against loss of its investment and against substantial increase in costs, hazards, and difficulties of its operations hereunder:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1-3), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties, in consideration of the mutual promises herein expressed, covenant and agree to and with each other as follows:

SEC. 1. Term of Contract. (a) This contract shall supersede and cancel Contract No. 14-10-0100-1041 effective upon the close of business December 31, 1968.

(b)(1) The Concessioner shall undertake an improvement and building program of not less than \$2,013,500. Such an improvement and building program is set forth in detail in Exhibit A attached hereto which shows the completion date and approximate cost estimates for each item.

Amend #1
Receipts to
Completed

(2) The parties hereto agree that Exhibit A represents the present objectives for the Concessioner's improvement and building program but it is recognized that the specific details set forth in Exhibit A shall be subject to amendment from time to time by mutual concurrence of the Secretary and the Concessioner.

(3) Because of the pressing need for additional visitor facilities and services at Wahweap and Rainbow Bridge, the Concessioner has, with the approval of the National Park Service, initiated the construction of certain facilities called for in the above-mentioned construction and improvement program. Any construction or related work

performed on the items listed in the aforesaid Exhibit A in advance of the execution date of this contract will be considered as applying against the aforesaid improvement and building program.

(4) During the second five-year period of this contract, the Concessioner shall construct such additional facilities, such as overnight accommodations, boat slips, and trailer facilities, as determined necessary by the Secretary.

Require to
Concessioner
provide #1

(c) In the event the Concessioner completes the improvement and building program and makes such facilities available for public use in compliance with subsection (b)(1) above, this contract shall be for and during the term of thirty (30) years from January 1, 1969, except as it may be terminated as herein provided. The Concessioner shall demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the Concessioner shall provide the Secretary with such assurances that the improvement and building program will be satisfactorily completed, as the Secretary, in his judgment may require, in the form of contractor's completion bond, completion bond of the Concessioner in an amount not to exceed the low bid for the approved work, or such other document as may be satisfactory to the Secretary. The improvement and building program contemplated in subsection (b)(1) above shall be completed and made available for public use on or before December 31, 1972. The time for beginning and completing such improvement and building program may be extended in the discretion of the Secretary if the Concessioner is delayed due to unavoidable circumstances beyond its control in beginning or completing the said improvement and building program. In the event the Concessioner fails to complete the said program within the time allotted therefor then this contract shall be for and during the term of thirteen (13) years from January 1, 1969, except as it may be terminated as herein provided. If the Concessioner, in good faith, however, commences each portion of the program on or before July 1 of each year in which it is listed for completion on Exhibit A, or such subsequent date as may be approved by the Secretary, and for reasons considered by the Secretary to be beyond the control of the Concessioner, fails to complete the said program within the time hereinbefore granted, the Secretary may grant such additional period of time within which to complete the said program, with appropriate extension of the lesser term of this contract if necessary,

as may appear reasonable in the circumstances, and if the said program is completed in such additional period as may be granted hereunder, this contract shall be effective for the full term of thirty (30) years hereinbefore granted, except as it may be terminated as herein provided.

(d) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of this contract for such stated periods as the Secretary may deem proper upon written application showing circumstances beyond its control warranting such relief.

SEC. 2. Accommodations, Facilities, and Services Authorized.

(a) The Secretary authorizes the Concessioner, during the term of this contract, to provide accommodations, facilities, and services for the public at or near the Wahweap and Rainbow Bridge Landing sites within Glen Canyon National Recreation Area as follows:

(1) Wahweap Site:

- (i) Lodging accommodations.
- (ii) Food and beverage service facilities.
- (iii) Marine service and facilities.
- (iv) Trailer facilities and services.
- (v) Transportation facilities and services.
- (vi) Automobile service stations. *Passway Interest to Standard Oil Amend.*
- (vii) Campers' service facilities.
- (viii) Campgrounds under such arrangements as may be approved by the Secretary.
- (ix) Any and all services and merchandising which are customary in connection with the above operations.

(2) Rainbow Bridge Landing Site: *renew to Tangible Paper under Amend #4*

- (i) Marine fuel facilities and services.
- (ii) Emergency boat repair facilities and services.
- (iii) Related and supplementary sales and services including limited merchandising.

(b) The Secretary reserves the right to determine and control the nature and type of merchandise and services which may be sold or furnished by the Concessioner within the area.

SEC. 3. Plant, Personnel, and Rates. (a) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with an opportunity to make a fair profit on the total of its operations hereunder.

(b)(1) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary, not inconsistent with an opportunity for the Concessioner to make a fair profit from the total of its operations hereunder. In determining fair profit for this purpose, consideration shall be given to the rate of return required to encourage the investment of private capital and to justify the risk assumed or the hazard attaching to the enterprise; the cost and current sound value of capital assets used in the operation; the rate of profit on investment and percentage of profit in gross revenue considered normal in the type of business involved; the financial history and the future prospects of the enterprise; the efficiency of management; and other significant factors.

(2) Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

SEC. 4. Land and Improvements. (a) The Secretary will assign for use by the Concessioner during the term of this contract, such pieces and parcels of land and government improvements as may be, in his judgment, necessary and appropriate for the operations authorized hereunder.

(b) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary or desirable for the operations authorized hereunder, subject to the prior approval by the Secretary of the location, plans,

and specifications thereof, and the Secretary may prescribe the form and contents of application for such approval.

(c) The Secretary shall have the right at any time to enter upon any lands and improvements assigned hereunder for any purpose he may deem reasonably necessary for the administration of the area and the government services therein, but not so as to destroy or unreasonably interfere with the Concessioner's use of such lands or the improvements thereon.

*Further and
state of land -*
(d) "Government improvements" as used herein, means the buildings, structures, fixtures, equipment, and other improvements upon the lands assigned hereunder, constructed or acquired by the government and provided by the government for the purposes of this contract. [The Concessioner relinquishes and waives any right to any possessory interest in such government improvements. The cost of any alterations, additions, or improvements heretofore or hereafter provided by the Concessioner to government improvements may be expensed or amortized.] *Sanct of Improvements
under 1. Item 5.4*

(e) The Secretary hereby grants to the Concessioner the right to occupy and use such government improvements during the term and subject to the conditions of this contract. *Not granted for improvements under Item 5.4*

(f) The Concessioner shall provide all necessary maintenance and repairs of such government improvements, provided that, if a government improvement is damaged by casualty or otherwise to an extent requiring major repair or rebuilding, then the Concessioner shall not be obligated to repair or rebuild such improvement. *Govt will maintain under Item 5.4*

SEC. 5. Concessioner's Improvements. (a) "Concessioner's improvements", as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, including (1) all such improvements upon the lands assigned at the date hereof, except government improvements, and (2) all such improvements hereafter constructed upon or affixed to the lands assigned, by the Concessioner with the consent of the Secretary.

(b) It is the intention of the parties that the Concessioner shall have a possessory interest in all concessioner's improvements consisting of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation. Whenever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 herein shall constitute just compensation in the circumstances therein described.

(c) Any salvage resulting from the removal, severance, or demolition of a concessioner's improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a concessioner's improvement is removed, abandoned, demolished, or substantially destroyed, and no other improvement is constructed on the site, the Concessioner shall, promptly upon the request of the Secretary, restore the site as nearly as possible to a natural condition.

SEC. 6. Utilities. (a) The Secretary shall furnish utilities to the Concessioner, when available, and at reasonable rates to be fixed by the Secretary, for use in connection with the operations authorized hereunder.

(b) Should any such service not be available or sufficient, the Concessioner may, with the approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside of the area, or may install the same within the area, subject to the following conditions:

(1) Water rights perfected during the term of this contract shall be perfected in the name of the United States. The Concessioner shall not remove or obliterate any ditches or other water systems installed by it in connection with such water rights without first obtaining written approval from the Secretary.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the government for such service shall be approximately the average cost per unit of providing such service.

(3) All plans, appliances, and machinery to be used in connection with the privileges granted in this section, as well as the location and installation of such appliances and machinery shall first be approved by the Secretary.

Amend # 3

SEC. 7. Accounting Records and Reports. (a) The Concessioner shall maintain such accounting records as may be prescribed by the Secretary. It shall submit annually as soon as possible, but not later than sixty ⁹⁰~~(60)~~ days after the thirty-first day of December, a report for the preceding year giving such information about its business and operations under this contract as may be prescribed by the Secretary, and such other reports and data as may be required by the Secretary. The Secretary shall have the right to verify all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioner, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(b) The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the Concessioner and any subconcessioner, have access to and the right to examine any of their pertinent books, documents, papers, and records related to this concession contract.

SEC. 8. Opening Balance Sheet. Within ninety (90) days of the execution of this contract, or its effective date, whichever is later, the Concessioner shall submit for the approval of the Secretary a balance sheet showing assets and liabilities pertaining to the operations hereunder as of the beginning of such operations. That balance sheet shall be accompanied by a schedule describing the items sufficiently in detail to establish clearly their identity and respective values. The Secretary shall notify the Concessioner in writing of his approval or disapproval of the balance sheet within six (6) months after its receipt. If the balance sheet, as submitted, is disapproved, the Secretary shall set out in the notification of disapproval his findings upon which the disapproval is based. Within thirty (30) days, the Concessioner shall submit a revised opening balance sheet in accordance with the findings of the Secretary. If no notice is given within the six (6) months period, the balance sheet, as submitted, shall be considered as having received the approval of the Secretary.

SEC. 9. Franchise Fee. (a) The Concessioner shall pay to the Secretary within sixty (60) days after the thirty-first day of December of each year during the term of this contract a franchise fee for the privileges authorized herein, as follows:

(1) An annual fee for the use of any government-owned structures assigned to the Concessioner for the purposes of this contract, based on the value of the government-owned structure or structures provided, pursuant to the schedule, identified as "Exhibit B" attached to and made a part of this contract.

(2) In addition to the foregoing, a further sum equal to two and one-fourth per cent ($2\frac{1}{4}\%$) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b)(1) The term "gross receipts", as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, including those through vending machines and other coin-operated devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the privileges authorized in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on

contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handicraft, intra-company earnings on account of charges to other departments of the operation (such as laundry), charges to employees for meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sales of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (b)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the privileges conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioners shall report the full amount of all such receipts to the Concessioner within 45 days after the thirty-first day of December of each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (b)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed pursuant to the preceding sentence in computing the franchise fee payable to the Secretary as provided for in subsection (a) of this section.

(c) In case of dispute as to the computation of franchise fees to be paid under this contract, the determination of the Secretary, consistent with the provisions of this section, shall be final.

(d) Within sixty (60) days after the end of the 5th, 10th, 15th, 20th, and 25th years of this contract, at the instance of either party hereto, the amount and character of the franchise fee provided for in subsection (a) of this section may be reconsidered and such

franchise fee provisions inserted in lieu thereof as may be agreed upon between the parties hereto in a written supplemental agreement.

SEC. 10. Bond and Lien. The Secretary may, in his discretion require the Concessioner to furnish a bond conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate, not in excess of five thousand dollars (\$5,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. Termination of Contract by Secretary. In case of any substantial default or continued unsatisfactory performance by the Concessioner under this contract, the Secretary may terminate this contract by the following procedure:

(a) The Secretary shall give to the Concessioner written notice specifying the particulars of the alleged default or unsatisfactory performance.

(b) Not less than thirty (30) days after receipt by the Concessioner of such notice, the Secretary shall grant to the Concessioner an opportunity to be heard upon the charges.

(c) Following such opportunity to be heard, the Secretary shall have power to determine whether there has been such a default or unsatisfactory performance.

(d) If the Secretary shall decide that there has been such a default or unsatisfactory performance, he shall give to the Concessioner written notice of such decision specifying the particulars thereof.

(e) If the Concessioner fails or refuses to remedy such default or unsatisfactory performance within such reasonable period

of time as may be fixed by the Secretary, then the Secretary may declare this contract terminated upon such date or upon such contingency as he may deem proper to protect the public interest, provided that such termination of this contract shall not terminate or impair the Concessioner's possessory interest in its improvements, as hereinbefore defined.

SEC. 12. Compensation for Concessioner's Possessory Interest.

(a)(1) If for any reason, the Concessioner shall cease to be authorized to conduct the operations authorized hereunder, or any of them, and thereafter such operations are to be conducted by a successor, whether a private person or an agency of the government, (1) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in concessioner's improvements and all other property of the Concessioner used or held for use in connection with such operations; and (2) the Secretary will require such successor, as a condition to the granting of a permit or contract to operate, to purchase from the Concessioner such possessory interest and other property, and to pay the Concessioner the fair value thereof. The fair value of a possessory interest shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. Merchandise and supplies shall be valued at replacement cost including transportation. Equipment shall be valued at replacement cost less depreciation and obsolescence. If the Concessioner and the proposed purchaser cannot agree upon the fair value of any item or items, the fair value thereof shall be determined by the majority vote of a board of three appraisers, selected as follows: Each shall name one member of such board and the two members so named shall select the third member. If the third member is not so selected within thirty days, the American Arbitration Association shall be requested by the Secretary to name such third member. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the Board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

(2) If the Secretary shall determine that, during the term of this contract or upon its termination for any reason, it is desirable to discontinue the operations authorized hereunder, or any of them, and/or to abandon, remove, or demolish any of the concessioner's improvements, then the Secretary will, before making such determination effective, take such action as may be necessary to assure the Concessioner of compensation (1) for its possessory interest in such improvements in the amount of their book value, provided that if such an improvement is to be replaced by the Concessioner then such compensation shall be the sound value thereof determined as provided in subsection (a)(1) of this section; (2) for the cost of restoring the land to a natural condition; (3) for the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination; and (4) for the actual cost to the Concessioner of such removal or demolition, less salvage resulting therefrom.

(3) Payment of the compensation provided for in this section will terminate the concessioner's possessory interest in the improvements to which it relates and will constitute just compensation for the termination or taking of such possessory interest. The Concessioner relinquishes and waives any right of compensation for any possessory interest in any alterations, additions, or improvements to government improvements heretofore or hereafter provided by the Concessioner.

(b) To avoid interruption of service to the public upon the termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator designated by the Secretary of the concessioner's improvements and personal property, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall not be obligated to accept an annual fee for the use of such improvements of less than the sum of the annual depreciation on such improvements, plus three and one-half per cent ($3\frac{1}{2}\%$) return on the book value of such improvements.

SEC. 13. Assignment or Mortgage. No transfer or assignment

by the Concessioner of this contract or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the Secretary. The Concessioner's possessory interest in concessioner's improvements may be assigned, transferred, encumbered, or relinquished only with the prior approval in writing by the Secretary. No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner in the area shall be issued, except for the purposes of installing, enlarging, or improving plant and equipment, and extending facilities for the accommodation of the public in the area, and then only upon prior authorization in writing in each case, obtained from the Secretary. In the event of default on such a mortgage or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the possessory interest of the Concessioner in concessioner's improvements, but shall not thereby acquire operating rights or privileges.

Amend # 3

SEC. 14. Approval of Subconcession Contracts. All contracts and agreements proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such contract or agreement is approved the Concessioner shall pay to the Secretary within ~~60~~ ⁹⁰ days after the thirty-first day of December of each year a sum equal to fifty per cent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of sub-concessioners as provided for in Section 9 of this contract.

Delete

~~SEC. 15. Accommodations for Government Employees. The Concessioner shall furnish available transportation within the area free of charge, and other accommodations at reduced rates, to Federal and State employees visiting the area on official business and to the employees of the area away from their regularly assigned stations, upon the presentation of proper credentials. Payments made by such employees in the absence of such credentials shall be without prejudice to a refund upon later submission thereof.~~

1345 166
L. 166 166

SEC. 16. Preferential Right. (a) The Concessioner is granted a preferential right, not an exclusive or monopolistic right, to provide public accommodations, facilities, and services of the character authorized hereunder in the Wahweap site of Glen Canyon National Recreation Area as delineated on the attached drawing identified as Exhibit C, except for such portion or portions of the site as may now or hereafter be retained or required by the Bureau of Reclamation for its administration, operation, and maintenance of the Glen Canyon Dam and appurtenances thereto, and at the Rainbow Bridge Landing site of Glen Canyon National Recreation Area as delineated on the attached drawing identified as Exhibit D. Nothing in this subsection, however, shall be construed to prohibit or exclude from the Wahweap or Rainbow Bridge Landing sites any public carrier operating over established land or air routes or any boat from stopping at, operating in, or passing through, any portion of the Wahweap or Rainbow Bridge Landing sites as delineated on the aforementioned Exhibits C and D. No such public carrier or boat operator may solicit patronage or conduct any business within the said sites.

1345 166
L. 166 166

(b) The Secretary will request the Concessioner to provide such new or additional accommodations, facilities, or services, of the same character within the Wahweap and/or Rainbow Bridge Landing sites as the Secretary may consider necessary or desirable for the accommodation and convenience of the public. If the Concessioner declines or fails within thirty (30) days to agree to the request or demand of the Secretary, and, within a reasonable time thereafter, to arrange in a manner satisfactory to the Secretary to provide such new or additional facilities, then the Secretary may, in his discretion, authorize others to provide such accommodations, facilities, or services, upon terms and conditions substantially equivalent to those offered or allowed to the Concessioner.

(c) Nothing contained in this section or elsewhere in this contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide accommodations therein for the public. This subsection shall include also the successors or assigns of such concessioners, when approved by the Secretary.

(d) This section shall not apply to concession operations in connection with lands hereafter acquired for the area.

SEC. 17. Cooperation in Emergencies. The Concessioner shall do all within its power, both independently of and at the request of the area officers, to prevent and suppress forest fires, and shall use its best endeavors to the end that its employees and contractors and the employees of contractors will do likewise. The Concessioner shall also assist in the rescue and preservation of lives and property in emergencies within the area, such as floods and searching for missing persons.

SEC. 18. Insurance. The Concessioner shall carry such insurance against losses by fire, public liability, employee liability, and other hazards as is customary among prudent operators of similar businesses under comparable circumstances.

SEC. 19. Concessioner's Employees. (a) The Concessioner shall require its employees who come in direct contact with the public, so far as practicable and if required by the Secretary, to wear a uniform or badge by which they may be known and distinguished as the employees of said Concessioner.

(b) The Concessioner shall not employ or retain in its service, or permit to remain upon any of the premises herein provided for, any person declared by the Secretary to be unfit for such employment or otherwise objectionable.

(c) The Concessioner shall require its employees to observe a strict impartiality as to rates and services and in all circumstances to exercise courtesy and consideration in their relations with the public. The Concessioner may, subject to the control of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder.

(d) The Concessioner shall arrange, subject to the approval of the Secretary, with the authorized hospital and medical concessioner

in the area, for hospital and medical services for its employees in the area.

SEC. 20. Procurement of Goods, Equipment, and Services. In computing net profits for any purpose of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 21. Nondiscrimination. The Concessioner shall comply with the requirements of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public, as set forth in Exhibit E attached hereto and made a part hereof.

SEC. 22. General Provisions. (a) Operations under this contract shall be subject to the laws of Congress governing the area and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.

(b) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.


(c) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall

not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

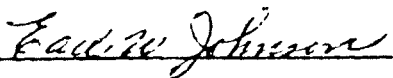
Dated at Washington, D. C., this 26th day of March,
1969.


UNITED STATES OF AMERICA

By 
Acting Director, National Park Service

ATTEST:

CANYON TOURS, INC.

By 
Title Secretary

By 
Title President
Date Oct 25-1968

C3823

Jul 28 1997

Gib Johnson
Regional Vice President
Lake Powell Resorts and Marinas
ARAMARK
P.O. Box 56909
Phoenix, Arizona 85079-6909

Dear Gib:

We are in receipt of your February 3, 1997, letter proposing a resolution to the issues raised by the Inspector General's recent audit of the Construction Set-Aside (CSA) Account. The specific issues raised were the exclusions to gross receipts for "freight" and "merchant fees" being taken by ARAMARK in the calculation of the required contribution to the CSA Account. The merchant fee exclusion was taken by ARAMARK, and previously by Del Webb Corporation, from 1987 through 1995. The freight exclusion was taken by ARAMARK for the years 1990 through 1995.

We agree with the proposed resolution in your letter, which is summarized below:

1. Freight exclusion. ARAMARK will reimburse the fund for the amount of this exclusion taken in the years 1990 through 1995, for a total of \$139,666. No exclusion has been taken for fiscal years 1996 and 1997. No further freight exclusion would be taken by ARAMARK going forward.
2. Merchant fee exclusion. Merchant fees are not an authorized exclusion to gross receipts listed in your contract. However, we concur with your position that merchant fees resulting from the customer pass-through were considered an additional expense to the CSA Account. Although not formalized, this agreement was reached in the period immediately following the establishment of the account. The uplake and downlake concessions contracts allow ARAMARK to increase rates by 4.5 percent as essentially a customer pass-through for a portion of the deposits to the CSA Account. The 4.5 percent rate increase results in additional merchant fees due solely to this customer pass-through. Based on this discussion, the resolution of the merchant fee exclusion is as follows:

- ARAMARK will deposit to the CSA Account the amount of \$176,500, which represents the total exclusion taken in years 1989 through 1995.
- ARAMARK will not take any exclusion from gross receipts for merchant fees going forward.
- ARAMARK will bill the CSA Account \$150,000 for the additional merchant fees resulting from the customer pass-through during the years 1989 through 1995.
- ARAMARK will bill the CSA Account for the additional merchant fees resulting from the customer pass-through incurred during fiscal years 1996 and 1997 (to date), none of which were excluded from gross receipts. ARAMARK will submit calculations to the NPS for approval prior to transferring funds out of the account.
- ARAMARK will bill the CSA Account, on a quarterly or other reasonable basis, for the additional merchant fees resulting from the customer pass-through. ARAMARK will submit calculations to the NPS for approval prior to transferring funds out of the account.
- The merchant fee reimbursement will be considered ARAMARK administrative expenses, and will be subject to the 10 percent overall limitation on overhead expense.

We request that you move forward immediately with reconciliation of the account based on the agreements outlined above. We appreciate your cooperation in bringing this difficult issue to resolution.

Sincerely,

DALE A. DITMANSON

(FOR)

Joseph F. Alston
Superintendent

cc:

Terry Sides, ARAMARK-LPA
Dean Crane, ARAMARK-ENG

bcc:

L. Shenk, GLCA

VKnox:bh:6/25/97\csaexcl.ltr



United States Department of the Interior
NATIONAL PARK SERVICE
Glen Canyon National Recreation Area
Box 1507
Page, Arizona 86040
602/645-2471



IN REPLY
REFER TO:

C3823

Jan 10 1995

Gib Johnson
Regional Vice President
ARAMARK
P.O. Box 56909
Phoenix, Arizona 85079-6909

Dear Gib:

This letter is written to document an amendment to the Wahweap Lodge and Marina Maintenance Agreement, which was executed by an officer of the concessioner and by the National Park Service in May of 1991. Sometimes it is necessary to change specific wording within an agreement, but it is not necessary to rewrite the entire document. This was the case with our letter of August 4, 1993, which documented the agreements reached between the National Park Service and the concessioner concerning the location and maintenance of the public pumpout docks at Wahweap and Stateline.

Therefore, we feel it is appropriate to amend the Wahweap Lodge and Marina Maintenance Agreement to address the issues associated with pollution prevention planning. ARAMARK has been extremely cooperative in working with the National Park Service to implement numerous procedures and processes that have helped to address this issue within the recreation area. At the same time, however, we need to document those procedures and processes within the maintenance agreement to better clarify the responsibilities of the concessioner and the National Park Service.

Accordingly, we recommend the Wahweap Lodge and Marina Maintenance Agreement be amended as follows:

1. Delete the following paragraph from Section XII Litter, Garbage, and Hazardous Wastes found on page 15 of that agreement:

It is the responsibility of the Concessioner to use and store all hazardous materials and dispose of all hazardous wastes in accordance with State and Federal laws and regulations.

2. In lieu thereof, insert the following:

GENERAL STANDARD:

It is a fundamental "pollution prevention" premise that the design, construction, and operation of all concession facilities at Glen Canyon National Recreation Area, whenever feasible, will be done in a manner that prevents or reduces pollution at the

source. Concessioner facility operations and management, and acquisition activities will be conducted, to the maximum extent practicable, to avoid or minimize the quantity of toxic and hazardous chemicals and extremely hazardous substances from entering the wastestream. In addition to resource reduction, the Concessioner will demonstrate a commitment that waste generated by the Concessioner is to be recycled to the maximum extent practicable, and that any wastes remaining are stored, treated, or disposed of in a manner protective of public health and the environment.

A. Concessioner Responsibilities:

1. The Concessioner will report to the Service annually on toxic chemicals entering any wastestream from their facilities. Any releases to the environment by the Concessioner or which are known by the Concessioner will be reported promptly to the Service, and to others as required by regulation. In addition, the Concessioner will cooperate fully with Service officials to improve local emergency planning, spill prevention and response, accident notification, and pollution prevention planning.

2. The Concessioner will help encourage markets for clean technologies and safe alternatives to toxic, hazardous, and extremely hazardous substances through any reasonable means practicable, including revisions to specifications and standards, the acquisition and procurement process, the testing of innovative pollution prevention technologies and the public sharing of information concerning pollution prevention successes that have been attained.

B. Service Responsibilities:

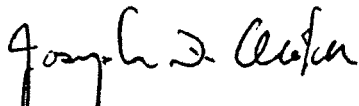
The Service will incorporate the "General Standard" stated herein into the Concessioner's periodic evaluation process. Any violation of this standard will be considered an "A" violation as recognized in the evaluation process. Accordingly, compliance to this standard, like other Service standards, will be incorporated into the Concessioner's periodic evaluations, contractual compliance and the Concessioner's Annual Overall Performance Evaluation.

We are in the process of rewriting the maintenance agreement for Concession Contract No. CC-GLCA002-88, and will be including the previously quoted language within the revised agreement.

This language must be included with both maintenance agreements in order to comply with Executive Order 12856 of August 3, 1993, "Federal Compliance With Right-To-Know and Pollution Prevention Requirements," a copy of which is enclosed for your reference. Please indicate your agreement and acceptance of the terms of this letter by signing below.

Thank you for your cooperation in this matter. If you have any questions, please contact Victor Knox at 602-645-8330.

Sincerely,

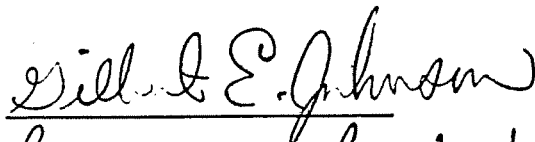


Joseph F. Alston
Superintendent

Enclosure

Accepted:

By:



Title:

Regional Vice President

Date:

11/31/95

AUG 4 1993

C3823

Gib Johnson
Senior Vice President
Lake Powell Resorts and Marinas
ARA Leisure Services, Inc.
P.O. Box 56909
Phoenix, Arizona 85079-6909

Dear Gib:

This letter is written to document the agreements reached between the National Park Service (NPS) and ARA Leisure Services, Inc., (ARA) concerning the location and maintenance of the public pumpout docks at Wahweap and Stateline. The docks are under construction through the construction set-aside program. Our agreement is outlined as follows:

1. The Wahweap pumpout will be located on the south side of the Wahweap launch ramp. The fuel dock will be relocated to maintain a 150-foot clearance from the pumpout dock. A minimum of 150 feet will also be maintained between the pumpout dock and the courtesy dock on the launch ramp.
2. The Stateline pumpout will be located on the north side of the Stateline launch ramp.
3. The utility lines servicing both public pumpout docks will be constructed through the construction set-aside program.
4. Since completion of the new construction will result in a total of 20 pumpout stations at Wahweap/Stateline, the pumpout station on the Wahweap fuel dock may be eliminated, as well as the utilities servicing this unit. ARA tourboats and executive services will be allowed to use the public pumpout docks to pump their sewage holding tanks. Cleaning of these boats will not be allowed at the public dock. ARA will make every effort to avoid utilizing the pumpout docks during peak periods of public use. The pumpout stations at the Stateline fuel dock will remain in service.
5. ARA boat rentals will continue to pumpout at the boat rental dock.
6. ARA will be responsible for moving and anchoring the public pumpout docks at Wahweap and Stateline to accommodate fluctuating lake levels. ARA will provide anchor blocks, but all other repair and replacement of the anchoring system (i.e. winches and cables) will be the responsibility of the NPS. The

NPS will move the utility lines serving these docks as the lake rises and falls.

The Wahweap Maintenance Agreement is amended as follows to reflect the items listed above:

Add the following paragraph to the end of Section X, on page 13: "The Concessioner shall be responsible for moving and anchoring the Government-owned pumpout docks at Wahweap and Stateline to accommodate fluctuating lake levels, including the provision of anchor blocks as required. Repair and replacement of winches and anchor cables, as well as all other maintenance of these docks, is the responsibility of the NPS."

We think this agreement takes advantage of the expertise of each party, and reflects our continuing partnership to provide visitor services at Glen Canyon National Recreation Area. Please indicate your agreement and acceptance of the terms of this letter by signing below.

Sincerely,

(SGD) JOHN O. LANCASTER

John O. Lancaster
Superintendent

Accepted:

(SIGNED)

By:

Gib Johnson

Title:

Regional Vice President

Date:

SEP 1 1993

bcc:

Chief, Concessions, GLCA

Chief, Maintenance, GLCA

VKnox:bh:8/26/93:KNOX2 DISK\PUMPOUTA.LTR

Maintenance Agreement
Glen Canyon National Recreation Area

Wahweap Lodge and Marina, Inc.

Preface of Agreement

Section 4(f) of Concession Contract No. CC-GLCA003-69 states in part:

"The Concessioner shall provide all necessary maintenance and repairs of such government improvements, provided that, if a government improvement is damaged by casualty or otherwise to an extent requiring major repair or rebuilding, then the Concessioner shall not be obligated to repair or rebuild such improvement."

The concession contract has been amended by letters dated July 16, 1973, and March 7, 1975, and by Amendment No. 3 dated January 23, 1976, Amendment No. 4 dated October 8, 1982, Amendment No. 5 dated October 11, 1988, and Amendment No. 6 dated February 23, 1989. There are a number of supplemental agreements and land assignments which attempt to clarify specific responsibilities of the Concessioner and the National Park Service. The concession contract, and amendments thereof, remain silent concerning the maintenance of Concessioner-owned buildings, structures, and other "Concessioner-Improvements" as defined by the contract.

The Concessioner and the National Park Service will each provide and maintain facilities and utilities. Maintenance Agreements for each developed area will clearly define maintenance responsibilities so redundancies, inefficiencies, and confusion are reduced or eliminated.

The Concessioner will be responsible for facilities and areas that solely serve their customers and employees. The National Park Service will be responsible for facilities and areas that solely serve the visiting public and National Park Service employees. The facilities that offer a potential for commercial use, and those facilities which provide support services for other facilities which offer a potential for commercial use will be the responsibility of the Concessioner. Responsibility for areas and facilities that serve both Concessioner customers and the visiting public will be clearly defined in this Maintenance Agreement.

Due to the public health implications, the National Park Service will provide water and sewer utilities. The electric service is provided by the City of Page Electric Utility Company and

distributed through the National Park Service to the facilities at Wahweap and Stateline. The utility producer will be responsible for utility facilities, lines, and meters up to a defined point such as a meter, lift station, manhole, etc. The utility user will be responsible for facilities and lines beyond the defined point. The National Park Service and the Concessioner shall mutually read water and sewer meters. City of Page Electric Utility Company shall read the electric meters. This Agreement between Wahweap Lodge and Marina, Inc. (hereinafter referred to as "Concessioner") and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service within the developed sites of Wahweap (Arizona) and Stateline (Utah) of that portion of Glen Canyon National Recreation Area assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA003-69; in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Concession Contract. Amendments and changes may be made at the determination of the Service. We also point out that the Concessioner and the National Park Service shall document commitments made on the maintenance of the fire hydrant system, valves, hose boxes, etc., located in the Concessioner's area of assignment in a separate Fire Control Agreement, to be prepared at a future date.

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I. Building Inventory

A. Government Owned Buildings Assigned to the Concessioner

Water pressure booster pump building

B. Concessioner Owned Buildings Used by the Concessioner

1. Wahweap Lodge/Food Service/Boat
Tours/Administration complex
2. Wahweap Service Station
3. Wahweap Sports Center
4. Wahweap Marina Store
5. Wahweap Trailer Village Store
6. Wahweap Trailer Village Shower/Laundry building
7. Wahweap Long Term Trailer Village trailers
8. Wahweap Long Term Trailer Village housekeeping
cabins
9. Wahweap Employee Dormitory/Cafeteria/Recreation
buildings
10. Lake Powell Motel
11. Wahweap Carpenter Shop/Laundry
12. Wahweap Swimming Pool building
13. Stateline Boat Repair building
14. Stateline Boat Rental building

II. Inventory of Structures Other Than Buildings

A. Government Owned Structures Assigned to the
Concessioner

Wahweap Breakwater (except rubber tire portion)

B. Concessioner Owned Structures Used by the Concessioner

1. Wahweap Marina complex, including:
 - a. Access Walkways
 - b. Rental Slips
 - c. Rental Buoys
 - d. Courtesy boat docking area
 - e. Tour boat loading dock
 - f. Fuel dock
 - g. Wahweap Breakwater (rubber tire portion)
2. Trailer Village complex, including:
 - a. R.V. Park
 - b. Boat dry storage area

3. Stateline Marina Complex, including:
 - a. Access walkways
 - b. Breakwater
 - c. Houseboat holding and loading docks
 - d. Rental boat holding and loading docks
 - e. Fuel dock with sewage pumpout
 - f. Tourboat holding docks

III. Maintenance Inspections

There shall be two annual joint inspections conducted mutually between the Service and Concessioner during the operating year of buildings, utilities, grounds and equipment within the assigned areas. These inspections will determine if facilities are satisfactorily maintained and in compliance with applicable rules, laws and regulations. As a result of the first inspection, a schedule of maintenance projects will be prepared, consistent with this Maintenance Agreement, for the Concessioner and the Service. The second inspection will be used to review progress on the projects generated by the first inspection. The Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service.

IV. Buildings

- A. The Concessioner shall be responsible for all exterior and interior maintenance of all Concessioner owned buildings used by the Concessioner within the areas assigned to the Concessioner for the purposes of the contract.
- B. Concessioner Responsibilities:
 1. Repair, maintain, or replace all parts of the load-bearing structure, including roofing, as required.
 2. Repair, maintain, or replace all interior walking surfaces, and exterior walking surfaces as specified in the Land Assignment. Walking surfaces shall be free of tripping hazards.
 3. Repair, maintain, or replace all water, sewer and electrical fixtures.
 4. Paint interior and exterior surfaces on at least a ten (10) year cycle or whenever needed. The color

of the paint shall be approved by the Superintendent prior to use.

5. Repair, maintain or replace central and wall-mounted heating and air conditioning systems.
6. Repair, maintain or replace all equipment, registers, display counters, shelving, refrigeration and freezing devices, etc.
7. Repair and maintain all porches that provide access including the load-bearing structure.
8. Repair, maintain or replace all doors, door frames and door trim.
9. Repair, maintain or replace all glass in windows, all glass in doors, screens, shutters, etc.
10. Repair, maintain or replace all wall and ceiling coverings.
11. Refinish or replace all floors and floor coverings as needed.
12. Repair, maintain or replace as needed all furniture and draperies in common areas, and furniture, bedding, draperies, etc. in individual rooms.
13. Maintain in a serviceable condition all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers, consistent with Federal, State, and County codes. Conduct periodic tests of all safety devices, fire detection, and suppression devices, equipment, and appurtenances.
14. Provide all cleaning supplies, lamp bulb replacement and cleaning services to ensure a neat and clean appearance.
15. Provide periodic window cleaning (inside and out) to maintain a clean appearance.
16. Repair, maintain, or replace exterior lighting.

V. Utilities

A. Water System

1. Concessioner Responsibilities

The Concessioner shall repair, maintain, or replace the water system from within the buildings up to but not including water meter numbers WAW13 (Marina), WAW14 (Sport Shop), WAW15 (Cookie Jar), WAW17 (Service Station), WAW18 (Fuel Dock), and WAW20 (Quarters, RV, Trailers-near water pump building), as designated on the enclosed map, that may be required as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. At Wahweap Lodge, Concessioner shall maintain lines from within each building to the 8" looped water main and will maintain the 8" spur servicing the two lodge buildings constructed in 1991. At Stateline the Concessioner shall maintain the lines from each of their facilities up to the 8"/12" looped main.

The Concessioner shall repair, maintain, or replace the Lake Powell Motel water system, as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. Concessioner will be responsible for complying with all State and Federal regulations relating to public water systems that are relevant to the Lake Powell Motel water system, including testing/monitoring requirements for bacteriological contaminants, inorganic compounds, and volatile organic compounds.

2. Service Responsibilities

- a. The Service shall repair, maintain or replace the Wahweap/Stateline water system except for those portions of the system identified as Concessioner's responsibility under Section V(A1a) of this agreement. The Service shall maintain and operate water treatment facilities, water bacteriological and chemical monitoring. The Service shall maintain the master meters and vaults, and the storage tanks.

- b. The Service shall be responsible for all maintenance on the water pressure booster pump building and all equipment within. The Service is responsible for all capital expenditures (pump replacement, replacement of control panels, etc.) for the water pressure booster pump building.

B. Sewer System

1. Concessioner Responsibilities

- a. The Concessioner shall repair, maintain, or replace the sewer system from within the buildings up to but not including sewer lift stations WAS03 (Trailer Village), WAS04 (Lodge), and the sewer manhole (WAS25) at the corner of the entrance to the Wahweap Marina parking lot, (as designated on the enclosed map) as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. At Stateline the Concessioner shall maintain, repair, or replace the sewer system from their facilities up to manholes MH01, MH02, MH03, MH04, MH05 and MH06 as designated on the enclosed map.
- b. The Concessioner shall repair, maintain, or replace the Lake Powell Motel sewer system, from within the buildings up to but not including the sewer manhole WAS26 located at the sewage lagoons, as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents.
- c. The Concessioner shall install, clean, and maintain grease trap interceptors to meet code and state standards.
- d. The Concessioner and the Service shall prepare a "Waste Water Agreement" to establish whether discharge of industrial or chemical materials can be released into the sewage system.

2. Service Responsibilities - The Service shall repair, maintain or replace the entire sewage

system, with the exceptions of those portions identified as Concessioner responsibility under Section V(B1a) of the Agreement. The Service shall maintain and operate sewage treatment services, including lagoons and lift stations for the Concessioner related services, up to and including the points stated herein.

C. Electrical System

The Concessioner shall repair, maintain, or replace all wiring, conduit, fuses, breakers, fixtures, etc., within the buildings to the point of contact with equipment belonging to the City of Page Electric Utility (PEU), as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. Any repairs, remodeling, or upgrading shall be consistent with applicable codes.

D. Propane System

The Concessioner shall repair, maintain, or replace propane equipment to the point of contact with equipment belonging to Black Mountain Gas, as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. Any repairs, remodeling, or upgrading shall be consistent with applicable codes.

E. Water Conservation

Due to the increasing costs of producing tested domestic water, and treating wastewater both the Concessioner and Service agree to install water conserving fixtures and landscape irrigation systems in all new construction, and when existing fixtures or irrigation systems need replaced. Water conservation in landscaping includes selecting drought tolerant species, minimizing lawns, and using drip irrigation systems for trees and shrubs. Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not to exceed maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.), and low-flow toilets (not to exceed 1.6 gallon/flush at 20 p.s.i. or 1.9 gallon/flush at 80 p.s.i.).

VI. Roads, Trails, Parking Areas, Curbs, Gutters, Sidewalks, and Associated Landscaping

A. Concessioner Responsibilities

1. Concessioner owned roads - The Concessioner shall be responsible for maintaining the road system, including curbs and gutters, from within the employee Trailer Village, dormitories, RV area to the speed bump on the access road adjacent to the employee dormitory area. This responsibility includes day-to-day maintenance of roads including; litter cleanup and patching. Major rehabilitation and repair of roads will include resurfacing, patching, and chip-sealing.
2. Concessioner owned parking areas - The following parking lots and sidewalks, including curbs and gutters, will remain the responsibility of the Concessioner for both preventative maintenance as well as major repair and rehabilitation and reconstruction:
 - Wahweap Cookie Jar/Administrative Office
 - All low-water loading/unloading areas and access roads
 - Stateline Boat Repair Shop
 - Wahweap Service Station
 - Those parking areas located at the employee dormitories/housing, commercial laundry/warehouse building, laundry/showers store, and the RV park
 - Parking lot at Lake Powell Motel
 - Stateline parking (future) for store and fast food
 - All Concessioner owned sidewalks (Lodge, Marina, Stateline, etc.
3. Service owned parking areas - The following Service parking lots, associated landscaping and sidewalks are covered under this agreement for as long as the Construction Set-Aside Program remains in place:
 - Wahweap tour bus parking lots
 - Wahweap 14-day parking lots
 - Single car parking at Wahweap Lodge
 - Single car parking at Wahweap Marina
 - Stateline 14-day parking lots built with Construction Set-Aside funding
 - Stateline single car parking lots built with Construction Set-Aside funding

- Except for parking lot repairs required because of underlaying concession owned utility infrastructure, Stateline Fast Food and Store parking lot.
- Stateline short term parking at Boat Rental Office
- Future parking lot at Wahweap Marina Restaurant

Concessioner will provide day-to-day maintenance of these parking areas, including curbs, gutters, and associated landscaping. Day-to-day maintenance will require frequent litter pickup, watering and manicuring of the landscaped islands, including plantings, placing and raking crushed decorative rock, fertilizing, and weed control. Plantings and decorative rock for the landscaping will be supplied by the Service for installation by the Concessioner.

4. Service owned trails - Concessioner will provide preventative maintenance and trash pickup on the future trails, to be constructed by the Service with concrete or paving to the Trailer Village/RV park.

B. Service Responsibilities

Service responsibilities for roads, parking lots, and trails identified under VI-A, 3 & 4, which are covered by this agreement will include the following:

Parking lots - Reconstruction, rehabilitation, and/or sweeping, striping, patching, crack sealing, chip-and-seal. Sweeping should be done on a bi-annual or as needed basis.

Trails - Major repair, rehabilitation, and/or reconstruction.

VII. Signs

A. Concessioner Responsibilities

1. The Concessioner shall be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operation and services on the facilities or within the assigned grounds. The Concessioner is responsible to ensure that its signs throughout

the areas are compatible with Service standards and/or area sign plans. All exterior sign styles and text shall be approved in advance by the Superintendent.

2. The Concessioner shall install, maintain and replace regulatory, control or warning signs which the Concessioner has been directed by the Service to install on the exterior of Concessioner owned buildings. The Concessioner shall purchase from Glen Canyon National Recreation Area or other vendor, install and maintain all regulatory, control or informational signs located on Concessioner owned breakwaters or buoys.

- B. Service Responsibilities - The Service is responsible for all regulatory and control signs, and warning signs that serve the interest of the Service, and shall install, maintain and replace all such signs, unless posted within Concessioner owned buildings used by the Concessioner.

VIII. Fuel Storage Tanks and Pumps (Auto and Fuel Docks)

The Concessioner shall maintain in a serviceable condition, and consistent with state and federal regulations and code requirements, all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing and other related appurtenances), installation, maintenance or replacement of fuel storage tanks and underground pumps, pipes, etc., to the dispensing apparatus and shall be responsible for the installation and maintenance of protection barriers to protect the dispensing equipment. This shall be maintained to the point of contact with equipment belonging to Chevron Oil Company, as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons or agents. Any repairs, remodeling, or upgrading shall be consistent with applicable codes. All equipment listed as necessary in the Spill Prevention Control and Countermeasure (SPCC) Plan shall be on-site and maintained in good working order.

IX. Fuel Dock(s)

The Concessioner shall maintain, repair or replace the fuel docks, walking surfaces, railings, and floatation devices in a safe and serviceable condition. Fire extinguishing equipment and appurtenances shall be maintained in a

serviceable condition in accordance with NFPA code requirements. The fuel dock shall be kept free of litter, clutter, excess equipment and other discarded property.

X. Marina Sewage Pumpout and Lift Stations

The Concessioner shall maintain and operate the Concessioner-owned sewage pumpout facilities, sewage lines, and lift stations. The sewage pumpout equipment, lines, and lift stations shall be maintained in a serviceable condition that reduces the possibility of sewage entering the lake and complies with all State and Federal regulations.

XI. Marina

A. Concessioner Responsibilities - The Concessioner shall maintain, repair or replace the marina facilities, moorings, anchoring, winches, cable and blocks, walkways tourboat loading dock, tourboat holding dock, rental boat loading dock, rental boat holding dock, signs, slips, courtesy docks, and other marina facilities. The Concessioner shall repair, maintain, or replace the breakwater, associated buoys and buoy field, including lights, anchoring winches, cable and blocks. The Concessioner fireboat and work boat will be maintained in a serviceable condition. The Concessioner shall repair, maintain or replace the water, sewer and electrical distribution system in accordance with Federal, State, and County codes, and shall secure them to the dock above the water line. The water spigots at each slip shall have a backflow preventer installed and backflow prevention equipment will be installed into the water distribution system. The Concessioner shall maintain, repair, or replace the fire suppression system and security system. The Concessioner shall be responsible for these marina facilities damaged or destroyed as a result of acts of nature, normal wear and tear, acts of the Concessioner, his employees, clients patrons, or agents. The marina facilities shall be satisfactorily maintained, including railings, hitches, cleats, tie-offs, walking surfaces, and other appurtenances attached thereto. The Concessioner should require their patrons to maintain dock boxes and carts in a safe and presentable condition. Concessioner shall be responsible for the removal of debris, damaged property, and floatation material from the marina area, including the removal of debris from under the water to a depth of at twenty (20) feet as identified by enclosed map. The

Concessioner shall be responsible for maintaining the patrons' dock cart area including litter pickup and maintenance of security appurtenances.

- B. Service Responsibilities - The Service is responsible for Service-owned launch ramps, courtesy docks, and comfort stations. Wakeless buoys used to delineate the wakeless zone shall be the responsibility of the Service. The Service shall provide adequate service-approved trash and garbage containers at the Wahweap Marina parking lot.

XII. Litter, Garbage, and Hazardous Wastes

Concessioner Responsibilities - The Concessioner shall be responsible for the collection and disposal of all litter and garbage within the assigned areas as identified on the enclosed maps. This includes litter collection on the hillsides surrounding the facilities inasmuch as the bulk of the litter is generated from the Concessioner operations. This is to include the areas down to the water line, areas of water within the marina, to a depth of twenty (20) feet as identified on the land assignment as defined by the enclosed map. Concessioner is responsible for cleanup of all litter and debris generated by marina operations in the immediate vicinity of ARA's land assignment. The assigned areas shall be kept free of litter, garbage, abandoned cable and equipment, vehicles, furniture and fixtures. The Concessioner shall provide adequate Service approved trash and garbage containers within following areas:

1. Wahweap Lodge/Food Service/Boat Tours/Administration complex
2. Wahweap Service Station
3. Wahweap Sports Center
4. Wahweap Marina Store
5. Wahweap Trailer Village Store
6. Wahweap Trailer Village Shower/Laundry Building
7. Wahweap Long Term Trailer Village Trailers
8. Wahweap Long Term Trailer Village Housekeeping Cabins
9. Wahweap Employee Dormitory/Cafeteria/Recreation Buildings
10. Lake Powell Motel
11. Wahweap Carpenter Shop/Laundry
12. Wahweap Swimming Pool Building
13. Stateline Boat Repair Building
14. Stateline Boat Rental Loading Areas
15. Stateline Boat Rental Building

16. Wahweap Floating Marina Area
17. Wahweap Low-water Loading/Unloading Area
18. Wahweap Houseboat Loading Area

These containers shall be maintained, serviceable and the sites free of spills, waste and litter, and shall be removed from the areas on a regular basis.

It is the responsibility of the Concessioner to use and store all hazardous materials and dispose of all hazardous wastes in accordance with State and Federal laws and regulations.

XIII. Grounds, Landscaping, and Pest Control

- A. Concessioner Responsibilities - The Concessioner shall be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) and improvement of the assigned areas, as defined by the enclosed map. The Concessioner shall continue to provide landscaping and watering services, including costs of installation, acquiring materials and water, for the Wahweap Lodge and Marina parking lots, as well as for the Stateline Boat Rental office/loading area parking lots. The Service shall provide water at no charge for the maintenance of landscaping within other Service owned parking areas. Plans for such landscaping must have the prior approval of the Service. The Concessioner shall be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas. The Concessioner shall be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).

The Service and the Concessioner will agree to a Integrated Pest Management Plan which will define nature and frequency of treatment, approved chemical lists, etc. Concessioner applying any herbicide, pesticide, or engaging in any pest control activity in buildings, residences, or in grounds/landscape materials shall be in accordance with the Integrated Pest Management Plan.

- B. Service Responsibilities - The Service's Integrated Pest Management Coordinator will be diligent to respond to any pest control proposal by the Concessioner in a timely manner, and will work cooperatively with them to arrive at pest control programs/activities that comply

with Service guidelines and State and Federal regulations for pest control.

XIV. Swimming Pool

The Concessioner shall be responsible for the swimming pool area. The equipment and furniture in the pool area will be well maintained. Poles, rings and other safety equipment will be serviceable and well maintained. The public restrooms, showers, and drinking fountains will be serviceable and well maintained. The swimming pool water will be tested and treated to maintain standards to comply with public health. Perimeter fencing shall be attractive, well maintained and consistent with Service standards.

XV. Construction

- A. Concessioner Responsibilities - The Concessioner must obtain prior written approval from the Service before initiating any improvements, changes, or construction projects in any of the Concessioner's or Service's existing or proposed facilities.

The Concessioner shall submit all planning documents at least 30 days prior to plan review and approval.

- B. Service Responsibilities - The Service will review plans and specifications submitted by the Concessioner in as timely a manner as the quality and quantity of plans and specifications permit, consistent with ongoing obligations to other work in progress.

The Service will not issue approval to begin any construction, or improvements, until all cultural and environmental compliance requirements have been met, as well as completed plan reviews.

XVI. Contracting of Work with the Service

- A. At its discretion, the Concessioner may contract with the Service to perform any of the maintenance responsibilities of the Concessioner. The rate charged by the Service for such work shall be approximately the actual cost of providing such service.
- B. At its discretion, the Service may contract with the Concessioner to perform any of the maintenance responsibilities of the Service. The rate charged by

Maintenance Agreement

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the Concessioner for such work shall be approximately
the actual cost of providing such service.

Dated at Glen Canyon National Recreation Area this 10th day
of May, 1991.

WAHWEAP LODGE AND MARINA, INC.

NATIONAL PARK SERVICE

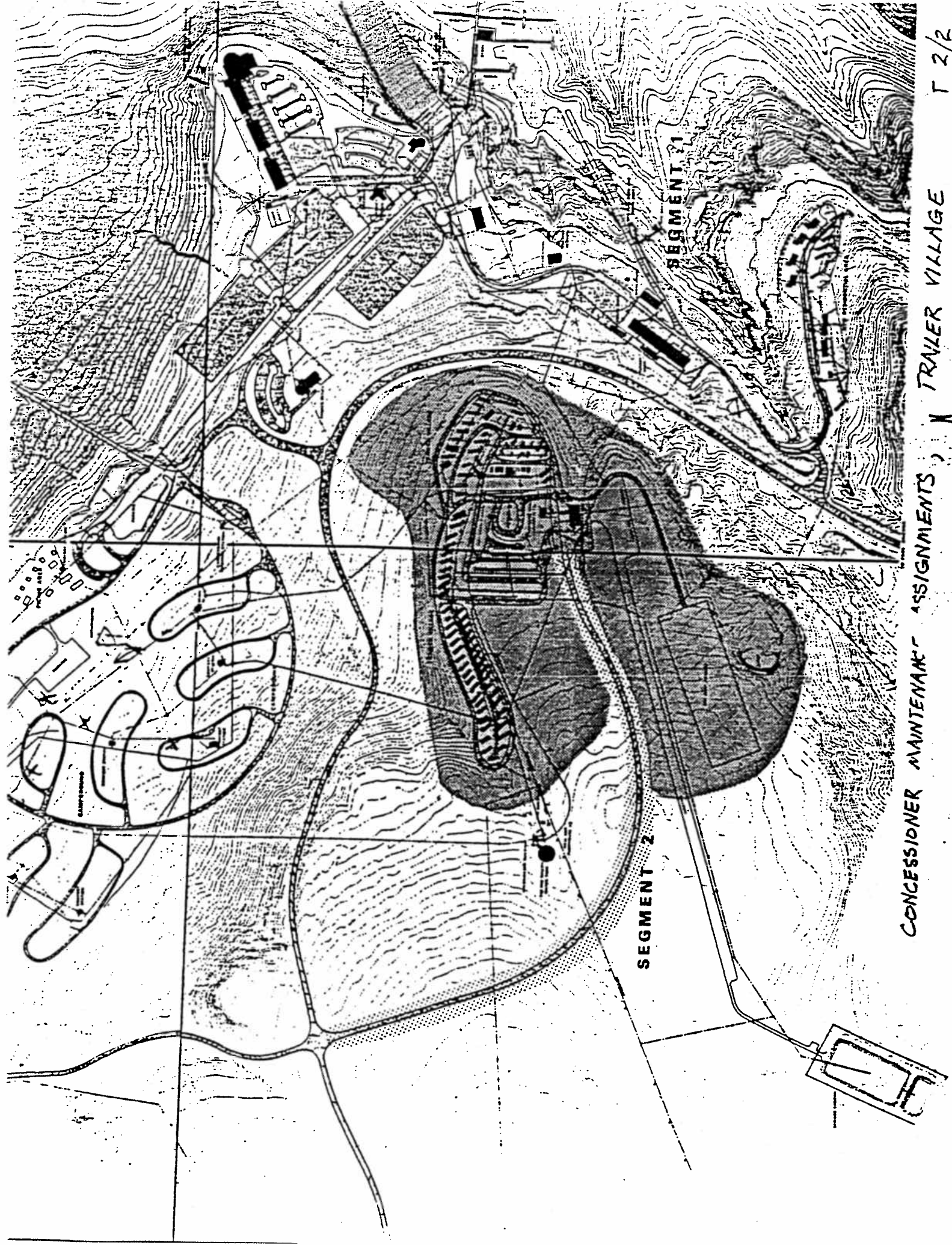
BY: C.H. Ealey

BY: John O. Lancaster

Superintendent

TITLE: SR. VICE PRESIDENT

DATE: 5-10-91



CONCESSIONER MAINTENANCE ASSIGNMENTS, TRAILER VILLAGE